

**ADDENDUM #1
TO SPEC. 03-104**

**SNACK FOOD VENDING SERVICES
AT VARIOUS LOCATIONS
FOR PARKS & RECREATION DEPARTMENT**

Addendum #1 to Spec. 03-104 for Snack Food Vending Services at Various Locations for Parks & Recreation Department, bids to be opened on Wednesday, April 16, 2003 at 12:00 noon.

Please replace the pages you received in the original specification with the attached pages.

On the Snack Food Vending Services Agreement the following changes are made:

- 2.1.1 changes number of machines.
- 2.2.5 is deleting University Place Pool
- 2.2.8 is deleting Ballard Pool
- 3.2 wording change
- 3.3 wording change

All other terms and conditions to remain unchanged.

Dated this 2nd day of April, 2003.

Purchasing Department

Vince M. Mejer, CPPO, C.P.M.
Purchasing Agent

SNACK FOOD VENDING SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2003, by and between _____, hereinafter referred to as **CONTRACTOR**, AND THE **CITY OF LINCOLN, NEBRASKA**, hereinafter referred to as **CITY**.

WHEREAS, the CITY wishes to engage CONTRACTOR in accordance with the terms and conditions herein to provide certain snack food vending services; and

WHEREAS, CONTRACTOR desires to perform said services for the CITY in accordance with the terms and conditions hereby provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Contractor shall pay to the City an amount equal to _____ percent (____%) of gross revenue derived from such snack food vending services.
 - 1.1 Calculations shall be based on gross revenue receipts prior to payment of sales tax.
 - 1.2 Payments shall be made to the city monthly, on or before the fifteenth (15th) day of each month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.
 - 1.3 An additional ten (10%) percent per month late fee will be applied to any late payments not received by the fifteenth (15th) day of any month.
 - 1.4 Payments shall be delivered to Parks and Recreation Department, 2740 "A" Street, Lincoln, Nebraska.
 - 1.5 Monthly payments can be made as one lump sum covering all locations; however, such lump sum payments must be accompanied by a statement showing gross revenue of each location.
 - 1.6 The City may inspect the financial records of the Contractor as pertains to this agreement at any time.
2. Snack food vending machines shall be provided by the contractor at the following Parks and Recreation Department locations:
 - 2.1 Locations listed below shall require machines twelve (12) months per year:

	<u>LOCATION</u>	<u>ADDRESS</u>	<u># MACHINES</u>
2.1.1	"F" Street Center	1225 "F" Street	1
2.1.2	Easterday Center	6130 Adams Street	1
2.1.3	Air Park West Center	3720 N.W. 46th Street	1
2.1.4	Auld Recreation Center	3140 Sumner Street	1
2.1.5	Irving Recreation Center	2010 Van Dorn Street	1
2.1.6	Calvert Recreation Center	4500 Stockwell Street	1
2.1.7	Belmont Recreation Center	14th & Judson	1
2.1.8	Parks & Rec. Admin. Office	2740 "A" Street	1
2.1.9	Central District Shop	244 S 21 St	1

2.1.10	Carpentry Maintenance Shop	240 S 21 St	1
2.1.11	Indoor Playground	1300 S 27 St	1

2.2 Locations listed below shall require machines from June 1 through August 31 of each year:

	<u>LOCATION</u>	<u>ADDRESS</u>	<u># MACHINES</u>
2.2.1	Meadow Hts Centennial Pool	900 West Avon Lane	1
2.2.2	Irvingdale Pool	19th and Van Dorn Sts.	1
2.2.3	Belmont Pool	12th and Manatt Streets	1
2.2.4	Eden Pool	46th & Antelope Creek Rd	1
2.2.5	Arnold Heights Pool	4000 N.W. 46th Street	1
2.2.6	Kuklin (Antelope) Pool	2300 "N" Street	1

3. Machines shall dispense not fewer than twenty (20) selections, to be agreed upon between the contractor and the City and the selections shall be attached to this agreement.

3.1 All machines shall be self-contained and shall have coin change capability.

3.2 Neither gum nor sunflower seeds will be allowed in the Recreation Centers **or pools** vending machines.

3.3 **Chocolate bars will be allowed in the swimming pools if vending machines have refrigeration.**

4. The City will furnish all electricity used for these operations.

5. Contractor shall furnish all materials, supplies and labor required in the operation of the agreement at his own expense.

6. Servicing of machines with snack packages and related equipment repair service shall be of the same quality offered to the retail segment of trade.

6.1 Machines damaged by vandalism, accident, or natural occurrences shall be replaced at contractor's expense within twenty-four (24) hours of notification.

7. Hours of operation shall be those during which the facilities are open to the public.

7.1 In the event there are private parties after normal closing hours in the evening, the contractor shall be required to service the machines at the request of the respective pool or recreation center supervisor.

8. Machines shall be located within or about the specified building at the direction of the supervisor in charge of the facility.

8.1 Machines located at swimming pools may be stored inside or outside, depending on the facilities.

8. The vending price at all facilities covered by this agreement shall not exceed normal retail prices.

9. Contractor shall provide snack food vending services strictly in compliance with all the ordinances of the City and laws of the State of Nebraska now and hereafter in effect during the term of this agreement.